

LETTER AGREEMENT

BY AND BETWEEN

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

AND

LOUISVILLE METRO TRAFFIC GUARDS ASSOCIATION

The following Letter Agreement is adopted as part of the Collective Bargaining Agreement between Louisville/Jefferson County Metro Government (Louisville Metro Government) and the Louisville Metro Traffic Guards Association on behalf of employees of the Louisville Metro Police Department, being the same Collective Bargaining Agreement (hereinafter CBA) beginning July 1, 2008 and expiring on June 30, 2013.

The following Articles of the CBA shall be amended to read in their entirety as follows:

**ARTICLE 7. TRAFFIC GUARD CLASSIFICATIONS BASED ON
REGULAR HOURS WORKED**

A Traffic Session for the purpose of this Agreement means a school traffic session in the morning or afternoon at a single school. The Association is comprised of the following classifications:

- A. Traffic Guard I - works two traffic sessions per day and receives four (4) hours of pay per day. The assigned sessions may be at permanently assigned locations or at any assigned location if no permanent assignment has been given to the Traffic Guard I. A Traffic Guard I may be considered a Rover. Rovers are required to be available by telephone, dressed in their uniforms, and able to respond immediately to work for one or both morning sessions and/or one or both afternoon sessions that LMPD decides to staff. LMPD shall set the hours rovers must be available for call-in. A Traffic Guard- I may volunteer to work one or two additional sessions per day if vacant sessions exist and LMPD chooses to fill these sessions. For each extra session worked, the Traffic Guard will receive two additional hours of pay.

- B. Traffic Guard II - works three traffic sessions per day and receives six (6) hours of pay per day. The assigned sessions may be at permanently assigned locations or at any assigned location if no permanent assignment has been given to the Traffic Guard. A Traffic Guard- II may volunteer to work one additional session per day if the vacant session exists and LMPD chooses to fill these sessions. For working an additional session, the Traffic Guard will receive two additional hours of pay.
- C. Traffic Guard III - works four traffic sessions per day and receive eight (8) hours of pay per day. The assigned sessions may be at permanently assigned locations or at any assigned location if no permanent assignment has been given to the Traffic Guard.
- D. Current Members are classified as a Traffic Guard I, Traffic Guard II or Traffic Guard III on the attached Schedule I as of the effective date of this Letter Agreement. Any change to any benefit as a result of the classifications in this Letter Agreement shall be effective prospectively only and as of the effective date of this Letter Agreement. There is no retroactive effect to any Article or provision of the CBA as a result of this Letter Agreement.

ARTICLE 8. TRANSFERS AND VACANCIES

Section 1. When a school post becomes open, Members will be advised of the availability of the post during a Traffic Guard meeting. Any Traffic Guard interested in the named school must respond back to the Traffic Guard Supervisor in writing within five (5) business days.

Selection and placement will be based on performance, seniority and job ability. The only exception will be that of a Traffic Guard losing his/her post, due to school closing or post deletion. The displaced Traffic Guard will be given priority. The final decision of placement will be made by the Chief of Police or his/her designee. All decisions are final. When the post is filled, the Traffic Guard will start the new position the following Monday.

Section 2. When a permanent vacancy occurs in a Traffic Guard II or III classification, Members will be advised of the availability of the position(s) at the next Traffic Guard meeting and the vacancy will be posted in the Traffic Office for 5 days, on a bulletin board designated for Traffic Guard postings. Any Traffic Guard interested in moving between Traffic Guard classifications shall submit a request in writing, within five (5) days, to the Traffic Guard Supervisor. Selection will be made within fourteen (14) days based on seniority, provided however, LMPD may not approve a Member's request if time and distance would make it impractical for the Member to work the available traffic posts. In that

event, the Member with seniority who was not selected may bid on future vacancies. When the post is filled, the Traffic Guard will start the new position the following Monday.

ARTICLE 10. HEALTH INSURANCE

Members in the classifications of Traffic Guard II and Traffic Guard III will be eligible to receive the individual health insurance coverage provided to all Metro Government employees. Metro Government will not pay any portion of the premium during the months of June and July. During those months each eligible Member will be allowed to continue coverage by paying the full premium if they wish to have the same health plan during the summer months. Eligible Members shall also have access to the same dependent health insurance coverage provided all Metro Government employees by paying the full premiums, year round, if they wish to participate.

ARTICLE 18. ADDITIONAL HOURS OF WORK AND SPECIAL ASSIGNMENT DUTY AND PAY

Section 1. Additional Hours of Work

A. The opportunity to perform traffic control duties for other festival or special events, in addition to the Members' regular duties, for which LMPD has at least 72 hours of advanced notice that traffic control officers are needed, shall be offered to Members starting with the most senior and progressing through the entire roster of Members by rotations before returning to the top of the seniority list. Additional hours of work or special assignment under this Article shall not affect the Member's classification as a Traffic Guard I, II or III.

B. LMPD shall maintain a "no call" list for non-mandatory over time. Members on the "no call" list will not be notified of opportunities to perform traffic control duties additional to their regular duties.

C. The opportunity to perform traffic control duties for other festival or special events, in addition to the Members' regular duties, for which LMPD has **less than 12 hours** of advanced notice that traffic control officers are needed or in situations where vacancies on pre-filled sessions occur because of illness, injury, or other excused absence of a Member, shall be offered to Members at the discretion of LMPD.

Section 2. Special Duty

A. When requested, Traffic Guards shall be required to perform traffic control duties during Thunder Over Louisville and Kentucky Derby Festival-related events. However, Traffic Guards who are 65 years of age or older are

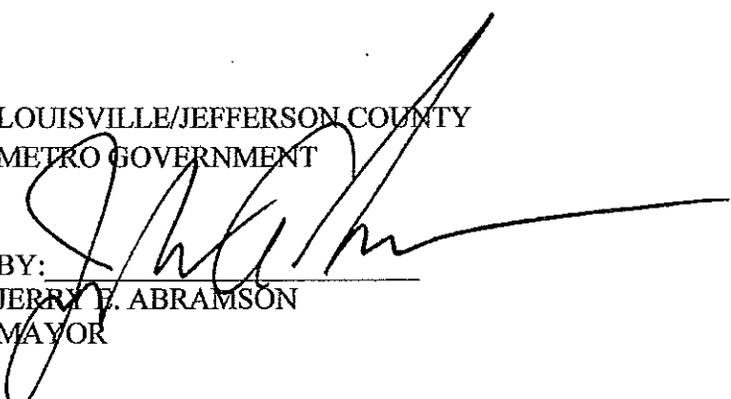
exempt from working mandatory details but shall be allowed to work such details at their request consistent with Section 1 herein.

B. When performing the duties of traffic control other than at regular school crossings, Traffic Guards shall be paid at the starting rate of a Traffic Control Officer II.

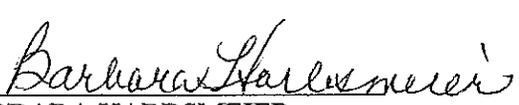
This constitutes the entirety of this Letter Agreement between the parties. There are no other agreements, written or oral, by the parties on these issues.

IN WITNESS WHEREOF, the Parties have affixed their signatures this 3rd day of November, 2009.

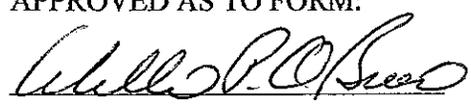
LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

BY: 
JERRY E. ABRAMSON
MAYOR

LOUISVILLE METRO TRAFFIC GUARDS ASSOCIATION

BY: 
BARBARA HARBSMEIER
ASSOCIATION REPRESENTATIVE

APPROVED AS TO FORM:


MIKE O'CONNELL
JEFFERSON COUNTY ATTORNEY